

**AGREEMENT FOR CORRECTIONAL TELEPHONE SERVICE**

THIS AGREEMENT made this 14<sup>th</sup> day of April, 2014 by and between Taney County Sheriff's Office (hereafter "PARTICIPANT") and ENCARTELE, INC., a Nebraska corporation (hereafter "CONTRACTOR").

WHEREAS, PARTICIPANT desires to acquire correctional telephone service for its FACILITY(s) (the "FACILITY"); and

WHEREAS, CONTRACTOR is a qualified vendor of inmate telephone services; and

WHEREAS, PARTICIPANT desires to enter into an agreement with CONTRACTOR for correctional telephone services for the FACILITY.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is mutually agreed as follows:

**1. Definitions.**

- a. Commission - The royalty payment paid to the PARTICIPANT for the right to provide inmate telephone service at the FACILITY.
- b. Collect Call - A telephone call whereby the called party accepts charges for the call and agrees to pay for them at a later time.
- c. Prepaid Call - A telephone call whereby the called party pays for the call prior to it being placed.
- d. Calling Card Call - A telephone call paid for by purchasing a calling card and utilizing a PIN number to validate the funds available for the call.
- e. Telephone Call - Any Collect, Prepaid or Calling Card Call terminated and billed from an inmate telephone.
- f. Gross Billed Revenue - Total revenue for a telephone call with no deductions for fees or bad debt.
- g. Inmate Telephone - A telephone instrument utilized by inmates to place collect, prepaid, and calling card calls from within the FACILITY.
- h. Inmate Telephone System - A computerized telecommunications switching system that processes and terminates collect, prepaid, and calling card calls.
- i. Facility - The physical location where the inmate telephone service is installed. This includes the current location(s) as well as any future location(s) that are constructed and/or moved in to during the term of this agreement.

**2. Scope.**

- a. PARTICIPANT hereby authorizes CONTRACTOR to provide telephone system, telephones, equipment and services for all correctional telephone services at the FACILITY and attest that there are no other inmate telephone service agreements in place. All of the telephone system, telephones and equipment provided by CONTRACTOR shall remain the property of CONTRACTOR. PARTICIPANT agrees to provide adequate space at the FACILITY accessible to inmates for the telephone system. During the term of the contract, CONTRACTOR shall be the exclusive provider of inmate telephone service for the FACILITY.
- b. CONTRACTOR agrees to provide the telephone system at no cost to PARTICIPANT, and service the inmate phones and any newly installed or existing visitation phones and keep same in repair at

its own expense during the term of this contract. CONTRACTOR shall be responsible for line charges and any other costs associated with the telephone system. The telephone system shall incorporate security features including but not limited to the following: (i) capability of recording and monitoring all calls, except those calls between the inmate and his/her legal counsel; (ii) ability for calls to be reviewed by staff for possible extortion violations, gang activity, etc; (iii) ability to block all calls to victims and staff; and (iv) ability to administer the phone system from any computer with an internet connection.

- c. CONTRACTOR expects to install CID/Video Visitation service on or by July 1, 2014 pending manufacturer delivery at no expense to Taney County.

3. Commissions.

- a. PARTICIPANT shall receive as a commission 52% (fifty-two percent) of the gross revenue billed in commissions paid to the County.
- b. Should PARTICIPANT elect to purchase and sell prepaid calling cards, PARTICIPANT will order said calling cards from CONTRACTOR and be invoiced by CONTRACTOR for 48% (forty-eight percent) of the full face amount of the calling cards. PARTICIPANT will then submit payment for the calling cards to CONTRACTOR on net 20 (twenty) day terms. Should PARTICIPANT fail to make payment on the calling cards that PARTICIPANT ordered within the terms specified, CONTRACTOR has the right to deduct any unpaid calling card invoice amounts from future commissions. CONTRACTOR agrees that no sales tax will be charged on calling card orders provided that PARTICIPANT supplies its tax exemption certificate to CONTRACTOR.

The first commission payment due to PARTICIPANT shall be remitted sixty (60) days following the end of the month in which the installation occurred, and subsequent commission payments due to PARTICIPANT shall be remitted monthly.

- c. CONTRACTOR shall provide as a bonus to participant, twenty thousand dollars (\$20,000) worth of prepaid calling cards per year for each year of the contract. The bonus cards shall be sent to participant within thirty days of the contract commencement date and shall be delivered within 30 days after the contract anniversary date. PARTICIPANT may then sell the bonus calling cards through the FACILITY commissary system and then retain all funds from said sales of the bonus calling cards.
- d. CONTRACTOR shall provide PARTICIPANT with access to its reporting website whereby PARTICIPANT can produce the following reports:
  - i. Call Detail reports
  - ii. Commission reports
- e. PARTICIPANT shall review the monthly report and report any discrepancies to CONTRACTOR for immediate rectification.

4. Contract Term and Termination.

- a. **Term** - The contract term shall be six (6) year, commencing on March 11<sup>th</sup>, 2015 and terminating 72 (seventy two) months from the commencing date. CONTRACTOR agrees to extend to PARTICIPANT the option of extending the term of this contract for one (1) additional 3 (three) year period. This renewal or extension shall be upon the same terms and conditions as the original contract, unless otherwise changed and agreed upon by both parties, and shall be automatically renewed at the end of the original term. If PARTICIPANT intends not to exercise its option, it shall specifically notify CONTRACTOR in writing at least ninety (90) days prior to expiration of this contract.



- b. **Termination** - The contract may be terminated by either party, for cause. In such case, the party requesting termination has to define in writing the reason for said termination and has to allow the other party the opportunity to cure the said reason within 30 days. If the said reason is not cured within the 30-day timeframe, the party requesting termination may terminate the contract.
5. **No Third Party Beneficiaries.** The parties do not enter into this contract for the benefit of any person other than the parties to this contract, nor do they intend that any person be or become a third party beneficiary to this contract.
6. **Assignment and Subcontracting.** This contract and the covenants and agreements contained herein shall be binding upon and inure to the benefit of successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this Paragraph is void and of no effect.
7. **Notices.** All notice or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

PARTICIPANT:

Taney County Sheriff's Office  
266 Main St  
PO Box 1005  
Forsyth, MO 65653-1005  
Attn: Jim D. Russell

CONTRACTOR:

Encartele, Inc.  
8206 South 109<sup>th</sup> Street  
La Vista, NE 68128  
Attn: Scott Moreland

8. **Sole and Exclusive Agreement; Modification.** This contract represents the sole and exclusive agreement between the parties hereto, and this contract shall not be changed, modified or amended except by a written agreement executed by the parties.
9. **Non-assumption of Liability.** Neither party assumes or accepts any liability for the acts or failures to act of the other party, its agents or employees. Further, notwithstanding anything herein to the contrary, neither party shall be liable to the other for incidental, indirect, special, consequential or similar damages or for lost profits even if advised in advance of the possibility of such. If CONTRACTOR is unable to perform hereunder as a result of events beyond its reasonable control, then CONTRACTOR shall be relieved of its obligations so affected only for as long as such circumstances prevail.
10. **Indemnification by CONTRACTOR.** CONTRACTOR will indemnify and shall keep, save and hold harmless PARTICIPANT from and against loss and any all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this contract by CONTRACTOR.
11. **Resolution of Problems and Disputes.** If either party believes the other party has violated the terms of this contract, the party having such belief shall notify the other party, in writing, of the alleged violation. The parties shall then meet and confer on the issue within five (5) day(s) of receipt of the written notice.
12. **Non-waiver of Breaches.** The waiver of any breach of this contract by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
13. **Confidentiality.** The parties agree to keep the terms of this contract confidential except to the extent disclosure is required by applicable law or as otherwise mutually agreed to in writing.

14. **Governing Law and Venue.** This contract shall be governed by the laws of the State of Missouri (without regard to the choice of law provisions thereof) and the parties agree that venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in Lafayette County, Missouri
15. **Unenforceability of Portion of Contract and Separation of Other Provisions of Contract.** If any provisions contained in this contract are held to be unenforceable by a court of law or equity, this contract shall be construed as if such provision did not exist, and the enforceability of such provisions shall not be held to render any other provision or provisions of this contract unenforceable.
16. **Effect of Headings.** Section and paragraph headings used herein are provided solely for purposes of convenience, and are not intended to limit or define the meaning of the text to which they apply, or to be used in construing or interpreting this contract.
17. **Counterparts.** This contract may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, this contract has been executed by each of the parties by their duly authorized legal representatives.

TANEY COUNTY SHERIFF'S OFFICE

ENCARTELE, INC.

Signature: J. Russell

Signature: Scott Moreland

Printed Name: Jimmie Russell

Printed Name: Scott Moreland

Title: Sheriff

Title: President

Date: 04-14-14

Date: 4-22-2014



**ADDENDUM**  
**TO**  
**AGREEMENT FOR CORRECTIONAL TELEPHONE SERVICE**

THIS ADDENDUM is made this 16th day of October 16, 2017 by and between Taney County Sheriff's Office (hereafter "PARTICIPANT") and Encartele, Inc., a Nebraska corporation (hereafter "CONTRACTOR")

Whereas, PARTICIPANT desires to replace its current thirty (30) CID video visitation devices with twenty-one (21) upgraded CIDNET devices; and

Whereas, CONTRACTOR agrees to remove the current thirty (30) CID video visitation devices, and install twenty-one (21) upgraded CIDNET devices at no cost to PARTICIPANT;

Now, therefore, in consideration of the foregoing and of the mutual promises contained herein, it is mutually agreed as follows:

1. CONTRACTOR agrees to remove the current thirty (30) CID Video Visitation Devices and provide and install twenty-one (21) upgraded CIDNET devices with new software at no cost to PARTICIPANT. CONTRACTOR further agrees to provide service and maintenance on said devices at no cost to PARTICIPANT for as long as CONTRACTOR shall provide Correctional Telephone Service to PARTICIPANT. CONTRACTOR shall charge PARTICIPANT a Service and Maintenance Fee for the continued service and maintenance of said devices going forward from any such time PARTICIPANT terminates its Correctional Telephone Service agreement with CONTRACTOR. The Service and Maintenance Fee shall be determined at the time of Correctional Phone Service termination.
2. The CONTRACTOR agrees to provide JMS integration services with ITI at no cost to PARTICIPANT. Any bill received by PARTICIPANT for JMS integration services shall be forwarded by PARTICIPANT to CONTRACTOR for payment.
3. The PARTICIPANT and CONTRACTOR agree that, with exception to the changes indicated in this Addendum, that all terms and conditions of the Correctional Telephone Service Agreement dated April 14 11, 2014, and any extension thereof, shall remain in full force and effect. Specifically, the term of said Agreement shall continue until March 11, 2021, and a commission of Fifty Two Percent (52%) of Gross Billed Revenue shall be paid by CONTRACTOR to PARTICIPANT during the term of said Agreement.

In Witness Whereof, this Addendum has been executed by each of the parties by their duly authorized legal representatives.

TANEY COUNTY SHERIFF'S OFFICE

ENCARTELE, INC.

Signature: 

Printed Name: Jimmie Russell

Title: Sheriff

Date: 10-17-2017

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**TO**  
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2. The CONTRACTOR agrees to provide JMS integration services with ITI at no cost to PARTICIPANT. Any bill received by PARTICIPANT for JMS integration services shall be forwarded by PARTICIPANT to CONTRACTOR for payment.
3. The PARTICIPANT and CONTRACTOR agree that, with exception to the changes indicated in this Addendum, that all terms and conditions of the Correctional Telephone Service Agreement dated April 14 11, 2014, and any extension thereof, shall remain in full force and effect. Specifically, the term of said Agreement shall continue until March 11, 2021, and a commission of Fifty Two Percent (52%) of Gross Billed Revenue shall be paid by CONTRACTOR to PARTICIPANT during the term of said Agreement.

In Witness Whereof, this Addendum has been executed by each of the parties by their duly authorized legal representatives.

**TANEY COUNTY SHERIFF'S OFFICE**

**ENCARTELE, INC.**

Signature: *J. O. Russell*

Printed Name: Jimmie Russell

Title: Sheriff

Date: 10-17-2017

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



To: TANEY COUNTY SHERIFF'S DEPARTMENT

266 MAIN STREET

FORSYTH, MO 65653

This quotation is based on the following agency profile:

**Project Description:** HOSTED-ENCARTELE INMATE PHONE SYSTEM

**For Information, Contact:** Shannon Dandridge

Item	Notes	Lic / Qty	Monthly Fee	One-Time Costs
Hosted Service	(1)			
Jail Management				
Interface, Encartele Inmate Phone System	(2)	1	75.00	0.00
Services - Software Installation	(3)	1	0.00	250.00

*This quotation is valid through 12/31/2017 and is subject to the terms, conditions, and requirements below.*

One-Time Cost	250.00
Sales Tax	0.00
Shipping & Handling	0.00
<b>Total One-Time Costs</b>	<b>250.00</b>
<b>Monthly Hosted Cost</b>	<b>75.00</b>

**TOTAL DUE WITH ORDER (12 Months Service plus One-Time Costs) 1,150.00**

**Notes:**

(1) This service includes hosting the ITI modules listed on this quotation. The service includes ITI's client software on one LAN workstation (provided by agency) at the agency site.

(2) This interface executes based on a configurable schedule. Each time it executes, it creates a comma delimited text file containing the following fields for all current inmates:

Inmate Number  
First Name  
Last Name  
DOB  
Gender

The comma delimited file is uploaded to the Encartele FTP site using credentials configured in the ITI Public Safety Software System Administration module. If an error occurs an ITI email will be sent to a configurable group or list of ITI email users to notify them about the exception. This interface is designed according to specifications provided to ITI on December 13, 2013 by Encartele.

(3) This includes remote installation and configuration of ITI's Encartele Inmate phone system interface.

**TERMS AND CONDITIONS:**

**PAYMENT TERMS:**

ALL HARDWARE (PRINTERS, ADVANCED AUTHENTICATION TOKENS, DRIVER'S LICENSE SCANNERS, PAPER PRODUCTS, ETC.) AND MICROSOFT SQL LICENSE SALES ARE FINAL AND NO RETURNS WILL BE ACCEPTED.

Information Technologies, LLC's (ITI) Hosted Service requires payment in advance. Invoicing is on a semi-annual basis. Agency will

have the right to cancel this service by simply not making payment for additional months of service. To avoid interruption in service, payment for the current month of service must be received by ITI prior to the first day of the month. Unless otherwise indicated herein, prices are subject to change. ITI will accept pre-payment for months of service at the current price in effect at the time of payment. Pre-paid months of service are not subject to refund.

By accepting this Agreement, Agency accepts responsibility for payment to ITI within the terms outlined herein. In the event that Agency is ordering products or services on behalf of another entity, Agency accepts responsibility for payment and will not involve ITI in collection efforts.

ITI will not be responsible for Agency's inability to utilize the software or access data in the event of non-payment and Agency agrees to hold ITI harmless in this event. All services will cease upon completion of any pre-paid service period.

ITI retains the right to cancel this service, or to not offer service for periods after any pre-paid service period. Pricing and Terms and Conditions are subject to change after any pre-paid service period.

#### SOFTWARE SUPPORT:

Your agency must designate at least one "Site Administrator" who will be responsible for working with ITI on configuration and support issues. Up to two Site Administrators can be designated. The Site Administrator(s) must have attended ITI's web based training on all modules included in your Hosted Services subscription.

Only Site Administrators are eligible to receive telephone technical support. Support is available Monday through Friday (excluding holidays), 8:00 AM - 5:00 PM central time.

After hours telephone technical support is available (24x7) on a per-incident basis at ITI's current After Hours support fee (currently \$ 75.00). This incident based fee will be charged, net 30 days, regardless of the time required. By requesting After Hours support, Agency agrees to make payment for services provided. Agency further agrees that ITI may suspend service and/or support in the event of any unpaid After Hours support charges.

For support purposes, ITI utilizes software web connectivity tools to connect to the client agency workstation(s). Client agency is responsible for ensuring that ITI has the proper connectivity and authentication to utilize these tools. A successful connectivity test will be required prior to scheduling software installation or other services. Client agency is responsible for all appropriate security measures including, but not limited to, an internet firewall.

ITI reserves the right to refuse support to an agency that is more than two releases behind and refuses to apply updates. In the event of such action, no refund of un-used portions of service will be made. ITI will work with the agency on a mutually-agreeable update schedule to be performed during ITI's normal business hours.

#### SOFTWARE LICENSING:

ITI's Hosted Service includes a workstation license for the number of workstations subscribed. As a result of subscribing to ITI's Hosted Service, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

#### BROADBAND CONNECTION REQUIRED:

ITI's Hosted Service requires a broadband internet connection acceptable to ITI. Prior to installation, ITI will need remote access to test your connection for verification of broadband speed and connection integrity.

#### DATA SECURITY:

ITI utilizes state-of-the-art technologies to protect your data as it is communicated between your PCs and our data center. These measures include the use of rolling connections with public / private key exchanges for 256 bit data encryption. Our encryption utilizes Advanced Encryption Standard (AES). AES is the cryptography standard adopted by the U.S. Government and is in use worldwide.

Access to the agency's database is through the ITI Public Safety Software only. Direct access through Microsoft SQL Server Management Studio, third party tools or other applications is not allowed.

ITI does not provide hardware, local area network, cabling, firewall or internet routing services, which are the responsibility of the subscribing agency. ITI's offering is limited to the use of our software along with our services to setup and support our software.

#### AVAILABILITY OF SERVICE:

ITI will have the right to cancel the availability of this service with 30 days notice. In the event of cancellation, Agency's full recourse shall



be limited to repayment of any prepaid months of service.

Agency agrees that this service is a low cost alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Agency agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Agency is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.

All Agency workstations using ITI's software must meet ITI's minimum workstation requirements published at <http://www.itiusa.com/pdf/HardwareRequirements.pdf> and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Agency's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Agency will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

#### RESPONSIBILITY FOR HARDWARE / OPERATING SYSTEM:

ITI is not responsible for hardware or operating system software on Agency's PCs. ITI's responsibility is for ITI software and hosting services only. No hardware is included. Agency is responsible for providing broadband internet connectivity, including router configuration, as deemed necessary by ITI for the proper operation of the software.

#### SOFTWARE UPDATES / UPGRADES:

As part of this service, ITI will perform updates / upgrades to the ITI software. ITI will have the right to increase the minimum PC requirements as needed to support future enhancements to the software.

#### CANCELLATION / TERMINATION:

Upon cancellation or termination, Agency shall remove all ITI software from their workstation(s).

#### ACCESS TO DATA AFTER CANCELLATION / TERMINATION:

Upon request, and for a period of 30 days after cancellation / termination of service, Agency may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 299.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Agency data will be purged from ITI's system and will not be recoverable.

Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

#### ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by written agreement, specifically referencing this Agreement, and signed by both parties hereto.

Agency acknowledges and agrees that any purchase order issued by Agency, in accordance with this agreement, is intended only to establish payment authority for Agency's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in Agency's purchase order will have any force or effect.

#### PRODUCTS NOT INCLUDED:

ITI's product offering is limited to those ITI software modules and third-party products specifically listed in this proposal. Additional products or interfaces not specifically listed in this proposal are not included.

#### SERVICES NOT INCLUDED:

With the exception of those specified herein, this proposal does not include services such as data conversion, software installation, training, configuration, configuration review, or startup assistance, including on-site services.

In the event that any Federal, State, County or Municipal agency or body requires on-site activities to certify software for use by your



Agency, your Agency will be responsible for paying actual travel, lodging, meals and related expenses for ITI personnel involved in said certification.

Hosted Service:

EXTERNAL ACCESS VIA WEB BROWSER:

Agency may, at no additional cost, choose to have limited read-only access to their data, plus read/write access to ITI email, via a web based application (ITI Web Access) that utilizes SSL encryption. Control over which Agency employees can access this application is available to Agency via software configuration. In the event that ITI Web Access is enabled, Agency acknowledges the inherent security risks with web based applications. ITI recommends stringent policies and procedures be adopted and enforced by Agency for external access, password strength, regular password changes and related issues. Agency chooses to have ITI Web Access available as indicated below.

JR (Initials): Agency chooses to have ITI Web Access enabled.

\_\_\_\_\_ (Initials): Agency chooses to NOT have ITI Web Access enabled.

ACCEPTANCE:

By signing below, and making payment for services as outlined herein, I accept this proposal and enter into this Agreement with Information Technologies, LLC. I acknowledge that I have the legal right to enter into this agreement on behalf of this Agency.

Agency Name: Taney County Sheriff's Office

Signature: [Signature]

Name (printed): Jimmie Russell

Title: Sheriff

Date: 10-17-2017

# Taney County Sheriff's Office

Jimmie Russell - Sheriff

07700

Forsyth, MO 05/15 20 19

Received of Muck Rock Foundation

\$ 5.<sup>00</sup>

For Sunshine Request Encartele Contract

Augie Torress

Check # 2252

Amount Paid	5. <sup>00</sup>
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☐ CASH ☒ CHECK ☐ MONEY ORDER

Amount Paid	
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☐ CASH ☐ CHECK ☐ MONEY ORDER

Amount Due	5. <sup>00</sup>
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Total Paid	5. <sup>00</sup>
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Balance Due	0
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#185 H. Perry

Received by

Multi Printing Inc., Forsyth MO